

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

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April 7, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 19626-Y FILED

APR 10 '06

12-18 PM



Dear Mr. Williams:

SURFACE TRANSPORTATION BOARD

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two original copies of **Lease Supplement No. 8** (Solvay Polymers Equipment Trust 1995) dated as of January 1, 2006, a secondary document as defined in the Board's Rules for Recordation of Documents.

The enclosed document relates to the Solvay Polymers Equipment Trust 1995 documents which were previously filed with the Board under Recordation Number 19626.

The names and addresses of the parties to the enclosed document are:

Owner Trustee	Wilmington Trust Company Rodney Square North 1100 N. Market Street Wilmington, Delaware 19890-0001 Attention: Corporate Trust Administration
Lessee	Innovene Polyethylene North America 2600 South Shore Boulevard League City, Texas 77573

A description of the railroad equipment covered by the enclosed document is:

One hundred (100) Center Flow® covered hopper railcars of 5,800 cubic foot capacity bearing ELTX reporting marks and road numbers 4000 through 4045, 4047 through 4076, and 4078 through 4099, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

A short summary of the document to appear in the index follows:

45739266.1/10304885 (ELTX 4077)

Mr. Vernon A. Williams
April 7, 2006
Page 2

This document removes railcar ELTX 4077 from the Equipment Lease Agreement dated as of September 1, 1995, as amended, due to the destruction of railcar ELTX 4077 in a casualty event.

Also enclosed is a check in the amount of \$33.00 payable to the order of the U.S. Surface Transportation Board covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, reading "Nina Skinner".

Nina Bianchi Skinner

NBS/ak
Enclosures

LEASE SUPPLEMENT NO. 8
(Solvay Polymers Equipment Trust 1995)

RECORDATION NO 19626-Y FILED

APR 10 '06

12-18 PM

SURFACE TRANSPORTATION BOARD

Dated as of January 1, 2006

Between

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise expressly
provided for in the Lease, but solely as trustee under the Trust Agreement
dated as of September 1, 1995, between the Owner Participant and
Wilmington Trust Company in its individual capacity
Lessor

and

INNOVENE POLYETHYLENE NORTH AMERICA,
Lessee

ELTX 4077

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD
PURSUANT TO 49 U.S.C. SECTION 11301 ON _____, 2006, AT _____ .M.
RECORDATION NUMBER 19626-__ AND DEPOSITED WITH THE OFFICE OF THE
REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE CANADA
TRANSPORTATION ACT ON _____, 2006, AT _____ .M.

LEASE SUPPLEMENT NO. 8

(Solvay Polymers Equipment Trust 1995)

THIS LEASE SUPPLEMENT NO. 8 (this "*Lease Supplement*"), dated as of January 1, 2006, is entered into between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as trustee under the Trust Agreement that creates the trust identified under the title hereof (the "*Lessor*"), and INNOVENE POLYETHYLENE NORTH AMERICA, a Delaware general partnership, as successor to BP Solvay Polyethylene North America, successor to Solvay Polymers, Inc., formerly known as Soltex Polymer Corporation, and as lessee ("*Lessee*").

A. Lessor and Lessee have heretofore entered into the Equipment Lease Agreement dated as of September 1, 1995 (the "*Lease*") to which this Lease Supplement is a supplement.

B. The Lease provides for the execution and delivery of a Lease Supplement for the purposes set forth in Section 28(c) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement dated as of September 1, 1995, among General Electric Capital Corporation, Wilmington Trust Company, in its individual capacity and as trustee under the Trust Agreement that creates the trust identified under the title hereof, Lessee and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Lease Supplement.

2. An Event of Loss occurred with respect to that certain railcar initialed ELTX and numbered 4077, as further described in Schedule I hereto (the "*Lost Equipment*"). Lessor acknowledges that, pursuant to Section 28(a)(i) of the Lease, Lessee has paid the amount of \$63,035.64 on January 1, 2006 as the Stipulated Loss Value of the Lost Equipment and has otherwise fulfilled its SLV Obligations with respect thereto. Lessor also acknowledges that Lessee had paid the amount of \$413,349.07 on January 1, 2006, as adjusted rent for the Lost Equipment.

3. Lessor and Lessee agree that, effective as of January 1, 2006:

(i) all right, title and interest of Lessor in and to the Lost Equipment is hereby assigned, sold and transferred to Lessee (subject, in all respects, to the provisions of the Bill of Sale of even date herewith with respect to the Lost Equipment);

(ii) the Lost Equipment is released and discharged from the provisions of the Lease;

(iii) Lessee has no further obligation to pay any Rent with respect to the Lost Equipment; and

(ix) Schedule II hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Equipment covered under Lease Supplement No. 1 dated September 29, 1995.

4. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

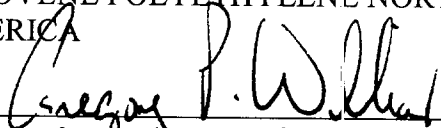
6. This Lease Supplement shall in all respects be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as trustee under the Trust Agreement dated as of September 1, 1995, between the Owner Participant and Wilmington Trust Company in its individual capacity

By: 
Name: **Tira L. Johnson**
Title: Financial Services Officer

INNOVENE POLYETHYLENE NORTH AMERICA

By: 
Name: Gregory P. Williams
Title: CFO


SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT

STATE OF DELAWARE §

§

COUNTY OF NEWCASTLE §

This instrument was acknowledged before me on ~~January~~ ^{February} 15, 2006, by _____, the Financial Services Officer of WILMINGTON TRUST COMPANY, a Delaware banking corporation.



Notary Public in and for
the State of Delaware

My Commission Expires: KIMBERLY ELIZABETH FAULHABER
Notary Public - State of Delaware
My Comm. Expires April 9, 2007

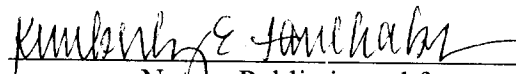
REGISTRAR GENERAL ACKNOWLEDGMENT

STATE OF DELAWARE §

§

COUNTY OF NEWCASTLE §

On this 15 day of ~~January~~ ^{February}, 2006, before me personally appeared _____, to me personally known, being by me duly sworn, says that he/she is the Financial Services Officer of WILMINGTON TRUST COMPANY, a Delaware banking corporation (the "**Company**"), and that the said instrument attached hereto was signed on behalf of the Company under the authority of the board of directors on ~~January~~ ^{February} 15, 2006, and he/she acknowledged that the execution of the said instrument was the act and deed of the Company.



Notary Public in and for
the State of Delaware

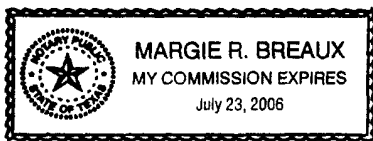
My Commission Expires: KIMBERLY ELIZABETH FAULHABER
Notary Public - State of Delaware
My Comm. Expires April 9, 2007

SUREACE TRANSPORTATION BOARD ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Galveston §

This instrument was acknowledged before me on March 20, 2006, by Gregory Williams, the CFO of INNOVENE POLYETHYLENE NORTH AMERICA, a Delaware general partnership.



Margie R. Breaux
Notary Public in and for
the State of Texas

My Commission Expires:

REGISTRAR GENERAL ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Galveston §

On this 20 day of March, 2006, before me personally appeared Gregory Williams, to me personally known, being by me duly sworn, says that he/she is the CFO of INNOVENE POLYETHYLENE NORTH AMERICA, a Delaware general partnership (the "Company"), and that the said instrument attached hereto was signed on behalf of the Company on March 20, 2006, and he acknowledged that the execution of the said instrument was the act and deed of the Company.



Margie R. Breaux
Notary Public in and for
the State of Texas

My Commission Expires:

SCHEDULE I TO LEASE SUPPLEMENT NO. 8

(Solvay Polymers Equipment Trust 1995)

Description of the Lost Equipment:

One Center Flow® covered hopper rail car of 5,800 cubic foot capacity, initialed ELTX and numbered 4077, together with all parts, appurtenances and other equipment or property attached to said unit of railroad equipment.

SCHEDULE II TO LEASE SUPPLEMENT NO. 8

(Solvay Polymers Equipment Trust 1995)

SCHEDULE II TO LEASE SUPPLEMENT NO. 8
(Solvay Polymers Equipment Trust 1995 - Phase I Equipment)

\$6,558,700.00 : Original Equipment Cost (98 Remaining Cars)

100 : Original Car Count

98 : Revised Car Count Less: ELTX 4046 and 4077

Rental Date	Pmt. No.	Total Rent %	Advance Factor %	Arrears Factor %	Advance Rent \$	Arrears Rent \$	Total Rent \$
01/01/2006	21	6.36596138	6.36596138		409,173.82	0.00	409,173.82
07/01/2006	22	1.93093570		1.93093570	0.00	124,111.39	124,111.39
01/01/2007	23	6.48815776	6.48815776		417,028.03	0.00	417,028.03
07/01/2007	24	1.80318989		1.80318989	0.00	115,900.50	115,900.50
01/01/2008	25	6.61590357	6.61590357		425,238.92	0.00	425,238.92
07/01/2008	26	1.62223185		1.62223185	0.00	104,269.37	104,269.37
01/01/2009	27	6.79686161	6.79686161		436,870.05	0.00	436,870.05
07/01/2009	28	1.42766577		1.42766577	0.00	91,763.59	91,763.59
01/01/2010	29	6.99142768	6.99142768		449,375.83	0.00	449,375.83
07/01/2010	30	1.21846832		1.21846832	0.00	78,317.37	78,317.37
01/01/2011	31	7.20062513	7.20062513		462,822.05	0.00	462,822.05
07/01/2011	32	0.99353923		0.99353923	0.00	63,859.99	63,859.99
01/01/2012	33	7.42555423	7.42555423		477,279.43	0.00	477,279.43
07/01/2012	34	0.89132099		0.89132099	0.00	57,289.89	57,289.89
01/01/2013	35	7.52777246	7.52777246		483,849.53	0.00	483,849.53
07/01/2013	36	7.52777246	7.03589471	0.49187775	452,233.96	31,615.57	483,849.53
01/01/2014	37	0.89132099	0.89132099		57,289.89	0.00	57,289.89
07/01/2014	38	1.00741820		1.00741820	0.00	64,752.07	64,752.07
01/01/2015	39	7.41167525	7.41167525		476,387.35	0.00	476,387.35
07/01/2015	40	0.64615567		0.64615567	0.00	41,531.82	41,531.82
01/01/2016	41	7.77293778	7.77293778		499,607.60	0.00	499,607.60
07/01/2016	42	8.34027940		8.34027940	0.00	536,073.63	536,073.63
01/01/2017	43	0.07881405	0.07881405		5,065.79	0.00	5,065.79
07/01/2017	44	2.17493248		2.17493248	0.00	139,794.35	139,794.35